

**ENTERED**

September 03, 2020

David J. Bradley, Clerk

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

SIX DIMENSIONS, INC.,

Plaintiff,

v.

PERFICIENT, INC. *and* LYNN M.  
BRADING,

Defendants.

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Civil Action No. H-17-2680

AMENDED FINAL JUDGMENT

On August 7, 2020, the United States Court of Appeals for the Fifth Circuit (the “Fifth Circuit”) issued a decision in this matter reversing in part and affirming in part the Court’s Final Judgment. *Six Dimensions, Inc. v. Perficient, Inc.*, No. 19-2505, 2020 WL 4557640 (5th Cir. August 7, 2020). The Fifth Circuit reversed and remanded as to the grant of summary judgment in favor of Six Dimensions, Inc. (“Six Dimensions”) on a breach of contract claim against Lynn M. Brading (“Brading”), finding that Brading did not waive her arguments against a 2015 agreement she signed at termination. *Id.* at 21. The Fifth Circuit affirmed as to all other issues. *Id.* On August 31, 2020, the Fifth Circuit’s mandate was issued.<sup>1</sup> In light of the Fifth Circuit’s instructions on remand, the Court hereby

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<sup>1</sup> *Mandate of Fifth Circuit*, Document No. 268.

**ORDERS** that Plaintiff Six Dimensions, Inc. shall take nothing.

**THIS IS A FINAL JUDGMENT.**

SIGNED at Houston, Texas, on this 3 day of September, 2020.

A handwritten signature in black ink, appearing to read "David Hittner", written over a horizontal line.

DAVID HITTNER  
United States District Judge